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8 **UNITED STATES DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**
10 **SOUTHERN DIVISION**

11 RICHARD G. MIRO; KAREN
12 ESPINOZA; HECTOR MIRO;
13 FREDDY ESPINOZA; GEORGIA
ESPINOZA; and JENNA MIRO,

14 Plaintiffs,

15 vs.

16 AEROJET GENERAL
17 CORPORATION; GREAT
18 AMERICAN OAKS CO.; COWDEN
19 METAL SPECIALTIES, INC.; PADRE
20 OIL; JAY KIM ENGINEERING;
MCDERMOTT RANCH, INC.;
GENERAL CHEMICAL
CORPORATION, d/b/a GENLABS;
and DOES 1 through 200, Inclusive,

21 Defendants.

Case No. 5:18-cv-02593-AG (KKx)

**STIPULATED PROTECTIVE
ORDER**

**[NOTE CHANGES MADE BY
COURT]**

1 **1. BACKGROUND**

2 **A. PURPOSES AND LIMITATIONS**

3 Discovery in this action is likely to involve production of confidential,
4 proprietary, or private information for which special protection from public
5 disclosure and from use for any purpose other than prosecuting or defending this
6 litigation may be warranted. Accordingly, the parties hereby stipulate to and
7 petition the Court to enter the following Stipulated Protective Order. The parties
8 acknowledge that this Order does not confer blanket protections on all disclosures or
9 responses to discovery and that the protection it affords from public disclosure and
10 use extends only to the limited information or items that are entitled to confidential
11 treatment under the applicable legal principles. The parties further acknowledge, as
12 set forth in Section 12.3, below, that this Stipulated Protective Order does not entitle
13 them to file confidential information under seal; Civil Local Rule 79-5 sets forth the
14 procedures that must be followed and the standards that will be applied when a party
15 seeks permission from the court to file material under seal.

16 **B. GOOD CAUSE STATEMENT**

17 This action is likely to involve confidential medical information as well as
18 trade secrets, highly personal or sensitive information, customer and pricing lists,
19 and other valuable research, development, commercial, financial, technical and/or
20 proprietary information for which special protection from public disclosure and
21 from use for any purpose other than prosecution or defense of this action is
22 warranted. Such confidential and proprietary materials and information consist of,
23 among other things, confidential business or financial information, information
24 regarding confidential business practices, or other confidential research,
25 development, or commercial information (including information implicating privacy
26 rights of third parties), information otherwise generally unavailable to the public, or
27 which may be privileged or otherwise protected from disclosure under state or
28 federal statutes, court rules, case decisions, or common law. Accordingly, to

1 expedite the flow of information, to facilitate the prompt resolution of disputes over
2 confidentiality of discovery materials, to adequately protect information the parties
3 are entitled to keep confidential, to ensure that the parties are permitted reasonable
4 necessary uses of such material in preparation for and in the conduct of trial, to
5 address their handling at the end of the litigation, and serve the ends of justice, a
6 protective order for such information is justified in this matter. It is the intent of the
7 parties that information will not be designated as confidential for tactical reasons
8 and that nothing be so designated without a good faith belief that it has been
9 maintained in a confidential, non-public manner, and there is good cause why it
10 should not be part of the public record of this case.

11 **2. DEFINITIONS**

12 2.1 Action: this pending federal lawsuit.

13 2.2 Challenging Party: a Party or Non-Party that challenges the
14 designation of information or items under this Order.

15 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
16 how it is generated, stored, or maintained) or tangible things that qualify for
17 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
18 the Good Cause Statement.

19 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as
20 their support staff).

21 2.5 Designating Party: a Party or Non-Party that designates information or
22 items that it, or another Party or Non-Party, produces in disclosures or in responses
23 to discovery as “CONFIDENTIAL.”

24 2.6 Disclosure or Discovery Material: all items or information, regardless
25 of the medium or manner in which it is generated, stored, or maintained (including,
26 among other things, testimony, transcripts, and tangible things), that are produced or
27 generated in disclosures or responses to discovery in this matter.

28 2.7 Expert: a person with specialized knowledge or experience in a matter

1 pertinent to the litigation who has been retained by a Party or its counsel to serve as
2 an expert witness or as a consultant in this Action, and who is not a current
3 employee of a competitor of a Party and who, at the time of retention, is not
4 anticipated to become an employee of, or a non-litigation consultant of, a competitor
5 of a Party.

6 2.8 House Counsel: attorneys who are employees of a party to this Action.
7 House Counsel does not include Outside Counsel of Record or any other outside
8 counsel.

9 2.9 Non-Party: any natural person, partnership, corporation, association, or
10 other legal entity not named as a Party to this action.

11 2.10 Outside Counsel of Record: attorneys who are not employees of a
12 party to this Action but are retained to represent or advise a party to this Action and
13 have appeared in this Action on behalf of that party or are affiliated with a law firm
14 which has appeared on behalf of that Party, and includes support staff.

15 2.11 Party: any party to this Action, including all of its officers, directors,
16 employees, consultants, retained experts, and Outside Counsel of Record (and their
17 support staffs).

18 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
19 Discovery Material in this Action.

20 2.13 Professional Vendors: persons or entities that provide litigation
21 support services (including but not limited to, photocopying, videotaping,
22 translating, preparing exhibits or demonstrative material, and organizing, storing, or
23 retrieving data in any form or medium) and their employees and subcontractors.

24 2.14 Protected Material: any Disclosure or Discovery Material that is
25 designated as “CONFIDENTIAL.”

26 2.15 Receiving Party: a Party that receives Disclosure or Discovery
27 Material from a Producing Party.

1 **3. SCOPE**

2 The protections conferred by this Stipulation and Order cover not only
3 Protected Material (as defined above), but also (1) any information copied or
4 extracted from Protected Material; (2) all copies, excerpts, summaries, or
5 compilations of Protected Material; and (3) any testimony, conversations, or
6 presentations by Parties or their Counsel that might reveal Protected Material.

7 Any use of Protected Material at trial shall be governed by the orders of the
8 trial judge. This Order does not govern the use of Protected Material at trial.

9 **4. DURATION**

10 Even after Final Disposition of this litigation, the confidentiality obligations
11 imposed by this Order shall remain in effect until a Designating Party agrees
12 otherwise in writing or a court order otherwise directs. “Final Disposition” shall be
13 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with
14 or without prejudice; and (2) final judgment herein after the completion and
15 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
16 including the time limits for filing any motions or applications for extension of time
17 pursuant to applicable law.

18 **5. DESIGNATING PROTECTED MATERIAL**

19 5.1 Exercise of Restraint and Care in Designating Material for Protection.

20 Each Party or Non-Party that designates information or items for protection under
21 this Order must take care to limit any such designation to specific material that
22 qualifies under the appropriate standards. The Designating Party must designate for
23 protection only those parts of material, documents, writings, items, deposition
24 testimony, deposition transcripts, or oral or written communications that qualify so
25 that other portions of the material, documents, writings, items, deposition testimony,
26 deposition transcripts, or oral or written communications for which protection is not
27 warranted are not swept unjustifiably within the ambit of this Order.

28 Mass, indiscriminate, or routinized designations are prohibited. Designations

1 that are shown to be clearly unjustified or that have been made for an improper
2 purpose (e.g., to unnecessarily encumber the case development process or to impose
3 unnecessary expenses and burdens on other parties) may expose the Designating
4 Party to sanctions.

5 If it comes to a Designating Party's attention that information or items that it
6 designated for protection do not qualify for protection, that Designating Party must
7 promptly notify all other Parties that it is withdrawing the inapplicable designation.

8 5.2 Manner and Timing of Designations. Except as otherwise provided in
9 this Order (see, e.g., second paragraph of Section 5.2(a) below), or as otherwise
10 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
11 under this Order must be clearly so designated before the material is disclosed or
12 produced.

13 Any Party may designate for protection under this Order, as appropriate,
14 Disclosure or Discovery Material produced by another Party or Non-Party. Such
15 designation must be made within 21 days of receipt of the Disclosure or Discovery
16 Material produced by the other Party or Non-Party. Until this 21-day period
17 expires, all Disclosure or Discovery Material shall be deemed "CONFIDENTIAL."
18 It shall be the sole responsibility of Plaintiffs in this action to designate, as
19 appropriate, Disclosure or Discovery Material produced by Sonyah Miro's health
20 care providers that constitute or contain confidential or personal information, such
21 as a social security number, or private or confidential medical or health care
22 information.

23 Designation in conformity with this Order requires:

24 (a) for information in documentary form (e.g., paper or electronic
25 documents, but excluding transcripts of depositions or other pretrial or trial
26 proceedings), that the Producing Party affix at a minimum, the legend
27 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that
28 contains protected material. If only a portion or portions of the material on a page

1 qualifies for protection, the Producing Party also must clearly identify the protected
2 portion(s) (e.g., by making appropriate markings in the margins).

3 A Party or Non-Party that makes original documents available for inspection
4 need not designate them for protection until after the inspecting Party has indicated
5 which documents it would like copied and produced. During the inspection and
6 before the designation, all of the material made available for inspection shall be
7 deemed “CONFIDENTIAL.” After the inspecting Party has identified the
8 documents it wants copied and produced, the Producing Party must determine which
9 documents, or portions thereof, qualify for protection under this Order. Then,
10 before producing the specified documents, the Producing Party must affix the
11 “CONFIDENTIAL legend” to each page that contains Protected Material. If only a
12 portion or portions of the material on a page qualifies for protection, the Producing
13 Party also must clearly identify the protected portion(s) (e.g., by making appropriate
14 markings in the margins).

15 (b) for testimony given in depositions, that the Designating Party identify
16 all protected testimony. The Designating Party may make that designation during
17 the deposition or by designating portions of the transcript as “CONFIDENTIAL”
18 within 21 days after receipt of the deposition transcript. Until this 21-day period
19 expires, the entire deposition transcript shall be deemed “CONFIDENTIAL.”

20 (c) for information produced in some form other than documentary and for
21 any other tangible items, that the Producing Party affix in a prominent place on the
22 exterior of the container or containers in which the information is stored the legend
23 “CONFIDENTIAL.” If only a portion or portions of the information warrants
24 protection, the Producing Party, to the extent practicable, shall identify the protected
25 portion(s).

26 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
27 failure to designate qualified information or items does not, standing alone, waive
28 the Designating Party’s right to secure protection under this Order for such material.

1 Upon timely correction of a designation, the Receiving Party must make reasonable
2 efforts to assure that the material is treated in accordance with the provisions of this
3 Order.

4 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

5 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
6 designation of confidentiality at any time that is consistent with the Court's
7 Scheduling Order.

8 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
9 resolution process under Civil Local Rule 37-1 *et seq.*

10 6.3 Burden. The burden of persuasion in any such challenge proceeding
11 shall be on the Designating Party. Frivolous challenges, and those made for an
12 improper purpose (e.g., to harass or impose unnecessary expenses and burdens on
13 other parties) may expose the Challenging Party to sanctions. Unless the
14 Designating Party has waived or withdrawn the confidentiality designation, all
15 parties shall continue to afford the material in question the level of protection to
16 which it is entitled under the Producing Party's designation until the Court rules on
17 the challenge.

18 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

19 7.1 Basic Principles. A Receiving Party may use Protected Material that is
20 disclosed or produced by another Party or by a Non-Party in connection with this
21 Action only for prosecuting, defending, or attempting to settle this Action. Such
22 Protected Material may be disclosed only to the categories of persons and under the
23 conditions described in this Order. When the Action has been terminated, a
24 Receiving Party must comply with the provisions of Section 13, below (FINAL
25 DISPOSITION).

26 Protected Material must be stored and maintained by a Receiving Party at a
27 location and in a secure manner that ensures that access is limited to the persons
28 authorized under this Order.

1 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
2 otherwise ordered by the court or permitted in writing by the Designating Party, a
3 Receiving Party may disclose any information or item designated
4 “CONFIDENTIAL” only to:
5 (a) the named plaintiffs in this Action;
6 (b) the Receiving Party’s Outside Counsel of Record in this Action, as well
7 as employees of said Outside Counsel of Record to whom it is reasonably necessary
8 to disclose the information for this Action;
9 (c) the officers, directors, and employees (including House Counsel) of the
10 Receiving Party to whom disclosure is reasonably necessary for this Action;
11 (d) Experts (as defined in this Order) of the Receiving Party to whom
12 disclosure is reasonably necessary for this Action and who have signed the
13 “Acknowledgment and Agreement to Be Bound” (Exhibit A);
14 (e) the court and its personnel;
15 (f) court reporters and their staff;
16 (g) professional jury or trial consultants, mock jurors, and Professional
17 Vendors to whom disclosure is reasonably necessary for this Action and who have
18 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);
19 (h) the author or recipient of a document containing the information or a
20 custodian or other person who otherwise possessed or knew the information;
21 (i) during depositions, deponents, court reporters, videographers, and
22 attorneys for witnesses, in the Action to whom disclosure is reasonably necessary
23 provided: (1) the deposing party requests that the witness sign the form attached as
24 Exhibit A hereto; and (2) no such individuals will be permitted to keep any
25 confidential information unless they sign the “Acknowledgment and Agreement to
26 Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered
27 by the court. Pages of transcribed deposition testimony or exhibits to depositions
28 that reveal Protected Material may be separately bound by the court reporter and

1 may not be disclosed to anyone except as permitted under this Stipulated Protective
2 Order; and

3 (j) any mediator or settlement officer, and their supporting personnel,
4 mutually agreed upon by any of the parties engaged in settlement discussions.

5 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
6 **PRODUCED IN OTHER LITIGATION**

7 If a Party is served with a subpoena or a court order issued in other litigation
8 that compels disclosure of any information or items designated in this Action as
9 “CONFIDENTIAL,” that Party must:

10 (a) promptly notify in writing the Designating Party. Such notification
11 shall include a copy of the subpoena or court order;

12 (b) promptly notify in writing the party who caused the subpoena or order
13 to issue in the other litigation that some or all of the material covered by the
14 subpoena or order is subject to this Protective Order. Such notification shall include
15 a copy of this Stipulated Protective Order; and

16 (c) cooperate with respect to all reasonable procedures sought to be
17 pursued by the Designating Party whose Protected Material may be affected.

18 If the Designating Party timely seeks a protective order, the Party served with
19 the subpoena or court order shall not produce any information designated in this
20 action as “CONFIDENTIAL” before a determination by the court from which the
21 subpoena or order issued, unless the Party has obtained the Designating Party’s
22 permission. The Designating Party shall bear the burden and expense of seeking
23 protection in that court of its confidential material and nothing in these provisions
24 should be construed as authorizing or encouraging a Receiving Party in this Action
25 to disobey a lawful directive from another court.

26 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
27 **PRODUCED IN THIS LITIGATION**

28 (a) The terms of this Order are applicable to information produced by a
Non-Party in this Action and designated as “CONFIDENTIAL.” Such information

1 produced by Non-Parties in connection with this litigation is protected by the
2 remedies and relief provided by this Order. Nothing in these provisions should be
3 construed as prohibiting a Non-Party from seeking additional protections.

4 (b) In the event that a Party is required, by a valid discovery request, to
5 produce a Non-Party's confidential information in its possession, and the Party is
6 subject to an agreement with the Non-Party not to produce the Non-Party's
7 confidential information, then the Party shall:

8 (1) promptly notify in writing the Requesting Party and the Non-
9 Party that some or all of the information requested is subject to a confidentiality
10 agreement with a Non-Party;

11 (2) promptly provide the Non-Party with a copy of the Stipulated
12 Protective Order in this Action, the relevant discovery request(s), and a reasonably
13 specific description of the information requested; and

14 (3) make the information requested available for inspection by the
15 Non-Party, if requested.

16 (c) If the Non-Party fails to seek a protective order from this court within
17 14 days of receiving the notice and accompanying information, the Receiving Party
18 may produce the Non-Party's confidential information responsive to the discovery
19 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
20 not produce any information in its possession or control that is subject to the
21 confidentiality agreement with the Non-Party before a determination by the court.
22 Absent a court order to the contrary, the Non-Party shall bear the burden and
23 expense of seeking protection in this court of its Protected Material.

24 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

25 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
26 Protected Material to any person or in any circumstance not authorized under this
27 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
28 writing the Designating Party of the unauthorized disclosures; (b) use its best efforts

1 to retrieve all unauthorized copies of the Protected Material; (c) inform the person or
2 persons to whom unauthorized disclosures were made of all the terms of this Order;
3 and (d) request such person or persons to execute the “Acknowledgment and
4 Agreement to Be Bound” that is attached hereto as Exhibit A. The foregoing shall
5 not limit, and shall be without prejudice to, any rights and remedies of the
6 Disclosing Party or other parties.

7 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
8 **PROTECTED MATERIAL**

9 When a Producing Party gives notice to Receiving Parties that certain
10 inadvertently produced material is subject to a claim of privilege or other protection,
11 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
12 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
13 may be established in an e-discovery order that provides for production without
14 prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar
15 as the parties reach an agreement on the effect of disclosure of a communication or
16 information covered by the attorney-client privilege or work product protection, the
17 parties may incorporate their agreement in the stipulated protective order submitted
18 to the court.

19 **12. MISCELLANEOUS**

20 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
21 person to seek its modification by the Court in the future.

22 12.2 Right to Assert Other Objections. By stipulating to the entry of this
23 Protective Order no Party waives any right it otherwise would have to object to
24 disclosing or producing any information or item on any ground not addressed in this
25 Stipulated Protective Order. Similarly, no Party waives any right to object on any
26 ground to use in evidence of any of the material covered by this Protective Order.

27 12.3 Filing Protected Material. A Party that seeks to file under seal any
28 Protected Material must comply with Civil Local Rule 79-5. Protected Material

1 may only be filed under seal pursuant to a court order authorizing the sealing of the
2 specific Protected Material at issue. If a Party's request to file Protected Material
3 under seal is denied by the court, then the Receiving Party may file the information
4 in the public record unless (1) the Designating Party seeks reconsideration within
5 four days of the denial, (2) as otherwise instructed by the court.

6 **13. FINAL DISPOSITION**

7 After the Final Disposition of this Action, as defined in Section 4, within 60
8 days of a written request by the Designating Party, each Receiving Party must return
9 all Protected Material to the Producing Party or destroy such material. As used in
10 this subdivision, "all Protected Material" includes all copies, abstracts, compilations,
11 summaries, and any other format reproducing or capturing any of the Protected
12 Material. Whether the Protected Material is returned or destroyed, the Receiving
13 Party must submit a written certification to the Producing Party (and, if not the same
14 person or entity, to the Designating Party) by the 60-day deadline that (1) identifies
15 (by category, where appropriate) all the Protected Material that was returned or
16 destroyed and (2) affirms that the Receiving Party has not retained any copies,
17 abstracts, compilations, summaries, or any other format reproducing or capturing
18 any of the Protected Material. Notwithstanding this provision, Counsel are entitled
19 to retain an archival copy of all pleadings, motion papers, trial, deposition, and
20 hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits,
21 expert reports, attorney work product, and consultant and expert work product, even
22 if such materials contain Protected Material. Any such archival copies that contain
23 or constitute Protected Material remain subject to this Protective Order as set forth
24 in Section 4 (DURATION). This Protective Order may be enforced by this court,
25 even after Final Disposition, or any court of competent jurisdiction.

1 **14. VIOLATION**

2 Any violation of this Order may be punished by any and all appropriate
3 measures including, without limitation, contempt proceedings and/or monetary and
4 other sanctions.

5 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

6
7 DATED: March 11, 2019 GIRARDI | KEESE

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9
10 By: /s/ Robert W. Finnerty
11 ROBERT W. FINNERTY

12 Attorneys for Plaintiffs

13
14 DATED: March 11, 2019 **EDGCOMB LAW GROUP, LLP**

15
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17 By: /s/ Tiffany R. Hedgpeth
18 TIFFANY R. HEDGPETH

19 Attorneys for Defendant Genlabs
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1 DATED: March 11, 2019

LATHROP GAGE LLP
NANCY SHER COHEN

4 By: /s/ Nancy Sher Cohen
5 NANCY SHER COHEN

6 Attorneys for Defendant
7 Aerojet Rocketdyne, Inc.

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10 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

11
12 DATED: May 6, 2019

13
14 
15 United States Magistrate Judge

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18 **ATTESTATION**

19 I, Nancy Sher Cohen, am the CM/ECF user whose login and password are
20 being used to file this Stipulated Protective Order. In compliance with Local Rule
21 5-4.3.4(a)(2)(i) of the United States District Court for the Central District of
22 California, I hereby attest that all other signatories below, and on whose behalf this
23 filing is submitted, concur in the filing's content and have authorized the filing.

24 DATED: March 11, 2019

25 By: /s/ Nancy Sher Cohen
26 Nancy Sher Cohen

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury
that I have read in its entirety and understand the Stipulated Protective Order that
was issued by the United States District Court for the Central District of California
on _____ [date] in the case of *Richard G. Miro, et al. v. Aerojet General
Corporation, et al.*, Case No. 5:18-cv-02593-AG (KKx). I agree to comply with and
to be bound by all the terms of this Stipulated Protective Order and I understand and
acknowledge that failure to so comply could expose me to sanctions and punishment
in the nature of contempt. I solemnly promise that I will not disclose in any manner
any information or item that is subject to this Stipulated Protective Order to any
person or entity except in strict compliance with the provisions of this Order. I
further agree to submit to the jurisdiction of the United States District Court for the
Central District of California for the purpose of enforcing the terms of this
Stipulated Protective Order, even if such enforcement proceedings occur after
termination of this Action. I hereby appoint _____ [print
or type full name] of _____ [print or type
full name] as my California agent for service of process in connection with this
action or any proceedings related to enforcement of this Stipulated Protective Order:
Date: _____
City and State where sworn and signed: _____
Printed name: _____
Signature: _____